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Attorney for Defendant and Counterclaimant  
CHURCH OF SPIRITUAL TECHNOLOGY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

VICKI J. AZNARAN and	)	CASE No. CV 88-1786 JMI (Ex)
RICHARD N. AZNARAN,	)	
	)	ANSWER AND COUNTERCLAIM OF
Plaintiffs,	)	CHURCH OF SPIRITUAL TECHNOLOGY;
	)	DEMAND FOR JURY TRIAL
	)	
v.	)	
	)	
	)	
CHURCH OF SCIENTOLOGY OF	)	
CALIFORNIA, et al.,	)	
	)	
Defendants.	)	
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CHURCH OF SPIRITUAL	)	
TECHNOLOGY,	)	
	)	
Counterclaimant,	)	
	)	
v.	)	
	)	
VICKI J. AZNARAN and	)	
RICHARD N. AZNARAN,	)	
	)	
Counterdefendants.)	)	
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Defendant Church of Spiritual Technology (hereinafter "Defendant"), for itself only and for no other Defendant, answers plaintiffs' complaint in this action as follows:

1. Defendant admits the averments of paragraph 1 insofar as there is diversity of citizenship; but denies that the amount

1 in controversy between plaintiffs and this Defendant exceeds  
2 \$10,000. This Defendant admits that it has its principal  
3 offices within this district. This Defendant neither admits nor  
4 denies the averments pertaining to other defendants and says  
5 that said averments should be answered by said other defendants  
6 if and when they are required to do so. Defendant lacks  
7 knowledge or information sufficient to form a belief as to the  
8 truth of the remainder of the averments and, on that ground,  
9 denies those averments.

10 2. Defendant is informed and believes and on that basis  
11 admits the truth of the averments in paragraph 2.

12 3. This Defendant admits that it is a California  
13 non-profit religious corporation, having its principal offices  
14 in the State of California. This Defendant neither admits nor  
15 denies the averments pertaining to other defendants and says  
16 that said averments should be answered by said other defendants  
17 if and when they are required to do so.

18 4. This Defendant lacks knowledge or information  
19 sufficient to form a belief as to the truth of the averments  
20 contained in paragraph 4 and on that basis denies each of these  
21 averments.

22 5. This Defendant neither admits nor denies the averments  
23 pertaining to other defendants and says that said averments  
24 should be answered by said other defendants if and when they are  
25 required to do so.

26 6. This Defendant denies each and every averment of  
27 paragraph 6.

28 7. This Defendant denies each and every averment of

1 paragraph 7.

2 8. This Defendant denies each and every averment of  
3 paragraph 8.

4 9. This Defendant is informed and believes and on that  
5 basis admits that plaintiffs were members of Churches of  
6 Scientology and that plaintiffs became members of the Church in  
7 Dallas, Texas; that plaintiffs voluntarily took various  
8 Scientology courses, voluntarily received various Scientology  
9 services and voluntarily held various staff positions in  
10 Churches of Scientology. This Defendant denies the remainder of  
11 the averments in paragraph 9.

12 10. This Defendant denies each and every averment of  
13 paragraph 10.

14 11. This Defendant denies each and every averment of  
15 paragraph 11.

16 12. This Defendant denies each and every averment of  
17 paragraph 12.

18 13. This Defendant denies each and every averment of  
19 paragraph 13.

20 14. This Defendant denies each and every averment of  
21 paragraph 14.

22 15. This Defendant is informed and believes and on that  
23 basis admits the averment in paragraph 15 that plaintiff Vicki  
24 Aznaran was at one time a member of the Commodore's Messenger  
25 Organization. Defendant denies the remainder of the averments  
26 in paragraph 15.

27 16. This Defendant denies each and every averment of  
28 paragraph 16.

1            17. This Defendant denies each and every averment of  
2 paragraph 17.

3            18. This Defendant denies each and every averment of  
4 paragraph 18.

5            19. This Defendant is informed and believes and on that  
6 basis admits that plaintiff Richard Aznaran worked at a ranch in  
7 the San Luis Obispo area during portions of 1986 and 1987.  
8 Defendant denies the remainder of the averments in paragraph 19.

9            20. This Defendant denies each and every averment of  
10 paragraph 20.

11           21. This Defendant denies each and every averment of  
12 paragraph 21.

13           22. This Defendant denies each and every averment of  
14 paragraph 22.

15           23. This Defendant denies each and every averment of  
16 paragraph 23.

17           24. This Defendant denies each and every averment of  
18 paragraph 24.

19           25. This Defendant denies each and every averment of  
20 paragraph 25.

21           26. Defendant admits that plaintiffs left California and  
22 went to Texas and denies the remainder of the averments in  
23 paragraph 26.

24           27. This Defendant lacks knowledge or information  
25 sufficient to form a belief as to the truth of the averments  
26 contained in paragraph 27 and on that basis denies each of these  
27 averments.

28           28. This Defendant denies each and every averment of

6 admitted, denied and averred with respect to those specific  
7 paragraphs as previously set forth in this answer.

8 30. This Defendant denies each and every averment of  
9 paragraph 30.

10 31. This Defendant denies each and every averment of  
11 paragraph 31.

12 32. This Defendant denies each and every averment of  
13 paragraph 32.

14 33. This Defendant denies each and every averment of  
15 paragraph 33.

16 34. In answering the averments contained in paragraph 34  
17 wherein plaintiffs adopt by reference paragraphs 2 through 33 of  
18 their complaint, this Defendant admits, denies, and avers to  
19 the same effect and in the same manner as this Defendant  
20 admitted, denied and averred with respect to those specific  
21 paragraphs as previously set forth in this Answer.

22 35. This Defendant admits that Churches of Scientology  
23 render religious services of a spiritual nature based on the  
24 religious beliefs of Scientology. This Defendant denies the  
25 remainder of the averments contained in paragraph 35.

26 36. This Defendant denies each and every averment of  
27 paragraph 36.

28 37. This Defendant denies each and every averment of

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paragraph 37.

38. This Defendant denies each and every averment of paragraph 38.

39. In answering the averments contained in paragraph 39 wherein plaintiffs adopt by reference paragraphs 2 through 39 of their complaint, this Defendant admits, denies and avers to the same effect and in the same manner as this Defendant admitted, denied and averred with respect to those specific paragraphs as previously set forth in this Answer.

40. This Defendant admits that Churches of Scientology render religious services of a spiritual nature based on the religious beliefs of Scientology. This Defendant denies the remainder of the averments contained in paragraph 40.

41. This Defendant denies each and every averment of Paragraph 41.

42. This Defendant denies each and every averment of Paragraph 42.

43. In answering the averments contained in Paragraph 43 wherein plaintiffs adopt by reference paragraphs 2 through 42 of their complaint, this Defendant admits, denies, and avers to the same effect and in the same manner as this Defendant admitted, denied and averred with respect to those specific paragraphs as previously set forth in this Answer.

44. This Defendant denies each and every averment of paragraph 44.

45. This Defendant denies each and every averment of paragraph 45.

46. This Defendant denies each and every averment of

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paragraph 46.

47. In answering the averments contained in paragraph 47 wherein plaintiffs adopt by reference paragraphs 2 through 46 of their complaint, this Defendant admits, denies, and avers to the same effect and in the same manner as this Defendant admitted, denied and averred with respect to those specific paragraphs previously set forth in this Answer.

48. This Defendant denies each and every averment of paragraph 48.

49. This Defendant denies each and every averment of paragraph 49.

50. This Defendant denies each and every averment of paragraph 50.

51. This Defendant denies each and every averment of paragraph 51.

52. This Defendant denies each and every averment of paragraph 52.

53. In answering the averments contained in paragraph 53 wherein plaintiffs adopt by reference paragraphs 2 through 52 of their complaint, this Defendant admits, denies, and alleges to the same effect and in the same manner as this Defendant admitted, denied and averred with respect to those specific paragraphs previously set forth in this Answer.

54. This Defendant admits that Churches of Scientology render religious services of a spiritual nature based on the religious beliefs of Scientology. This Defendant denies the remainder of the averments contained in paragraph 54.

55. This Defendant denies each and every averment of

1 paragraph 55.

2 56. This Defendant denies each and every averment of  
3 paragraph 56.

4 57. This Defendant denies each and every averment of  
5 paragraph 57.

6 58. This Defendant denies each and every averment of  
7 paragraph 58.

8 59. This Defendant denies each and every averment of  
9 paragraph 59.

10 60. In answering the averments contained in paragraph 60  
11 wherein plaintiffs adopt by reference paragraphs 2 through 59 of  
12 their complaint, this Defendant admits, denies and avers to  
13 the same effect and in the same manner as this Defendant  
14 admitted, denied and averred with respect to those specific  
15 paragraphs previously set forth in this Answer.

16 61. This Defendant denies each and every averment of  
17 paragraph 61.

18 62. This Defendant denies each and every averment of  
19 paragraph 62.

20 63. This Defendant denies each and every averment of  
21 paragraph 63.

22 64. In answering the averments contained in paragraph 60  
23 wherein plaintiffs adopt by reference paragraphs 2 through 59 of  
24 their complaint, this Defendant admits, denies and avers to  
25 the same effect and in the same manner as this Defendant  
26 admitted, denied and averred with respect to those specific  
27 paragraphs previously set forth in this Answer.

28 65. This Defendant lacks knowledge or information



1 sufficient to form a belief as to the truth of the averments  
2 contained in paragraph 65 and on that basis denies each of these  
3 averments.

4 66. This Defendant denies each and every averment of  
5 paragraph 66.

6 67. This Defendant denies each and every averment of  
7 paragraph 67.

8 68. This Defendant denies each and every averment of  
9 paragraph 68.

10 69. This Defendant denies each and every averment of  
11 paragraph 69.

12 70. In answering the averments contained in paragraph 70  
13 wherein plaintiffs adopt by reference paragraphs 2 through 69 of  
14 their complaint, this Defendant admits, denies, and avers to  
15 the same effect and in the same manner as this Defendant  
16 admitted, denied and averred with respect to those specific  
17 paragraphs previously set forth in this Answer.

18 71. This Defendant denies each and every averment of  
19 paragraph 71.

20 72. This Defendant denies each and every averment of  
21 paragraph 72.

22 73. This Defendant denies each and every averment of  
23 paragraph 73.

24 74. This Defendant denies each and every averment of  
25 paragraph 74.

26 75. This Defendant denies each and every averment of  
27 paragraph 75.

28 76. In answering the averments contained in paragraph 76

1 wherein plaintiffs adopt by reference paragraphs 2 through 75 of  
2 their complaint, this Defendant admits, denies, and avers to  
3 the same effect and in the same manner as this Defendant  
4 admitted, denied and averred with respect to those specific  
5 paragraphs previously set forth in this Answer.

6 77. This Defendant denies each and every averment of  
7 paragraph 77.

8 78. This Defendant denies each and every averment of  
9 paragraph 78.

10 79. This Defendant denies each and every averment of  
11 paragraph 79.

12 80. In answering the averments contained in paragraph 80  
13 wherein plaintiffs adopt by reference paragraphs 2 through 79 of  
14 their complaint, this Defendant admits, denies, and avers to  
15 the same effect and in the same manner as this Defendant  
16 admitted, denied and averred with respect to those specific  
17 paragraphs previously set forth in this Answer.

18 81. This Defendant admits that Churches of Scientology  
19 render religious services of a spiritual nature based on the  
20 religious beliefs of Scientology. This Defendant denies the  
21 remainder of the averments contained in paragraph 81.

22 82. This Defendant denies each and every averment of  
23 paragraph 82.

24 83. This Defendant denies each and every averment of  
25 paragraph 83.

26 84. This Defendant denies each and every averment of  
27 paragraph 84.

28 85. This Defendant denies each and every averment of

1 paragraph 85.

2 FIRST AFFIRMATIVE DEFENSE

3 86. The Complaint fails to state any claim upon which  
4 relief may be granted.

5 SECOND AFFIRMATIVE DEFENSE

6 87. Plaintiffs' claims in this action, and each of them,  
7 are barred by applicable statutes of limitations, including but  
8 not limited to, those found in California Code of Civil  
9 Procedure §§ 338(1), 338(3), 338(4), 339(1), 340(1), 340(3),  
10 and 343.

11 THIRD AFFIRMATIVE DEFENSE

12 88. The claims asserted by Vicki Aznaran, and each of  
13 them, are barred by a Mutual Settlement and Release, duly  
14 executed by Vicki Aznaran. The release between the parties  
15 covers and includes each claim in the Complaint and precludes  
16 Vicki Aznaran from bringing these claims, and each of them, or  
17 any other claims against Defendant.

18 FOURTH AFFIRMATIVE DEFENSE

19 89. The claims asserted by Richard Aznaran, and each of  
20 them, are barred by a Mutual Settlement and Release, duly  
21 executed by Richard Aznaran. The release between the parties  
22 covers and includes each claim in the Complaint and precludes  
23 Richard Aznaran from bringing these claims, and each of them, or  
24 any other claims against Defendant.

25 FIFTH AFFIRMATIVE DEFENSE

26 90. The two duly executed Mutual Settlement and Releases  
27 described herein constitute an accord and satisfaction of each  
28 and every claim made in the Complaint.

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SIXTH AFFIRMATIVE DEFENSE

91. Plaintiffs, and each of them, are estopped by their conduct from asserting any purported claims for relief against Defendant, including but not limited to all alleged conduct of this Defendant intentionally or negligently directed, authorized or ratified by plaintiff Vicki Aznaran during her tenure as President of Religious Technology Center.

SEVENTH AFFIRMATIVE DEFENSE

92. Plaintiffs, and each of them, have waived all right, if any they ever had, to any and all recovery sought by the Complaint.

EIGHTH AFFIRMATIVE DEFENSE

93. Plaintiffs at all times voluntarily, knowingly and willingly assumed any and all risk arising from their participation in and/or association with the defendant herein with respect to all incidents and activities, including those referred to in the Complaint. Any and all claimed "injuries" or damages were proximately caused by plaintiffs' own conduct.

NINTH AFFIRMATIVE DEFENSE

94. Plaintiffs' claims, and each of them, are barred by applicable principles of the First Amendment to the Constitution. The complaint impermissibly intrudes on rights held by Defendant and others to privacy and association, to religious free exercise, and to freedom from excessive governmental entanglement in religious affairs.

TENTH AFFIRMATIVE DEFENSE

95. Plaintiffs' claims, and each of them, are barred by the doctrine of contributory negligence in that plaintiffs' own

1 actions are a proximate legal cause for any injury or damages  
2 suffered by them. Plaintiffs, willfully and with knowledge,  
3 voluntarily entered into membership in the Scientology religion,  
4 and remained parishioners and employees of various  
5 Scientology-affiliated entities even after attaining high levels  
6 of training and responsibility within said entities.

7 ELEVENTH AFFIRMATIVE DEFENSE

8 96. Relative to the acts or conduct alleged by plaintiffs,  
9 Defendant as a matter of law is not and has never been the  
10 agent, servant, employee, partner, associate, joint venturer,  
11 co-participant, co-conspirator, or principal of any other  
12 Defendant. Accordingly, Defendant is not liable to plaintiffs  
13 for any of the acts complained of.

14 TWELFTH AFFIRMATIVE DEFENSE

15 97. Plaintiffs, after discovery of all the facts which  
16 allegedly constituted defendants' fraudulent activity, made  
17 ratification thereof by their conduct.

18 THIRTEENTH AFFIRMATIVE DEFENSE

19 This Defendant asserts that recovery is barred by the  
20 doctrine of unclean hands.

21 WHEREFORE, Defendant prays for relief as follows:

- 22 1) That plaintiffs take nothing by their Complaint;  
23 2) That Defendant recover its costs of suit herein;  
24 3) That Defendant recover its attorneys' fees and costs of  
25 defending the suit herein; and  
26 4) That the Court award such further relief as it may deem  
27 proper.

28 ///

1 COUNTERCLAIM BY DEFENDANT CST

2 JURISDICTIONAL AVERMENTS

3 1. Counterclaimant Church of Spiritual Technology  
4 ("CST") is a non-profit religious corporation organized under  
5 the laws of the State of California. CST's principal offices  
6 are in the State of California and within this district.

7 2. Counter-defendants Vicki and Richard Aznaran  
8 (collectively the "Aznarans") are residents and citizens of the  
9 State of Texas.

10 3. The amount of controversy exceeds \$10,000.

11 4. This counterclaim is brought pursuant to principles of  
12 pendant jurisdiction and jurisdiction based on 28 U.S.C.  
13 Section 1332(a).

14 GENERAL AVERMENTS

15 5. Vicki Aznaran was for many years a parishioner of  
16 the religion of Scientology, and a senior official of  
17 counterclaimant RTC for approximately 5 years. Vicki Aznaran  
18 served as the President of RTC from 1983 until March 1987.  
19 For many years Vicki Aznaran received, conducted and  
20 participated in religious counseling, services and activities  
21 offered by the Churches of Scientology ("the Church").  
22 Additionally, as president of RTC, Vicki Aznaran participated  
23 in, directed, and was responsible for various activities  
24 pertaining to the corporate, ecclesiastical and legal affairs of  
25 RTC.

26 6. Richard Aznaran was a parishioner of the religion of  
27 Scientology for many years. Richard Aznaran also held various  
28 staff positions over the years.

1           7. In or about March 1987, Vicki Aznaran voluntarily  
2 resigned from her position as president of RTC, and assigned  
3 herself to religious rehabilitation program known as  
4 the "Rehabilitation Project Force" (hereinafter "RPF"). The RPF  
5 is a program established as a direct result of the religious  
6 belief that man is basically good and, with proper application  
7 of religious procedures as laid out in the Scientology  
8 scriptures, can be rehabilitated. Vicki resigned, in part,  
9 because of her support to various persons who had been removed  
10 from their positions within the Guardian's Office of the Church  
11 in the early 1980s, after Church authorities discovered that  
12 these persons had committed improper actions in complete  
13 disregard for and contravention of Church policies.

14           8. On or about March 31, 1987, Vicki Aznaran determined to  
15 and did terminate her service with RTC. She voluntarily and  
16 freely departed the premises of RTC in the company of two other  
17 former RTC staff members.

18           9. Upon learning of her departure, agents for RTC  
19 contacted Vicki, assisted her by making a hotel room available  
20 to her, and arranged for her husband, Richard, to meet with her.  
21 The decision to return to service in RTC was left totally up to  
22 her and, although the two persons with whom she initially  
23 departed both decided to return, Vicki did not. After meeting  
24 with Vicki, Richard also decided to discontinue his employment.

25           10. Out of concern for the Aznarans, and in order to make  
26 their transition to public life as simple and easy as possible,  
27 RTC packed up and transported to them all of their personal  
28 belongings, even including those personal belongings such as a

1 VCR which had been purchased with RTC funds. Their two dogs  
2 were likewise brought to the Aznarans by RTC and their horse,  
3 which had been originally purchased by the Aznarans for  
4 \$1,200.00, was purchased from them without negotiation by  
5 defendant Church of Scientology International for \$1,500.00.

6 11. Additionally, at or around the date that the Aznarans  
7 left the Church, the Aznarans and CSI entered into a loan  
8 agreement in which the Aznarans borrowed \$20,000, at a  
9 minimal rate of interest, from CSI. The loan was arranged in  
10 order to assist the Aznarans. A true and correct copy of that  
11 loan agreement (the "loan agreement") is annexed hereto as  
12 Exhibit A.

13 12. In April 1987, Vicki Aznaran executed a Mutual Release  
14 Agreement (the "VA Release") with CST and others. A true and  
15 correct copy of the Release signed by Vicki Aznaran is annexed  
16 hereto as Exhibit B.

17 13. In April 1987, Richard Aznaran executed a Mutual  
18 Release Agreement (the "RA Release") with CST and others. A  
19 true and correct copy of the Release signed by Richard Aznaran  
20 is annexed hereto as Exhibit C. The VA Release and RA Release  
21 are hereinafter collectively referred to as the "Releases."

22 14. The Releases, and each of them, signed by the Aznarans  
23 constitute valid agreements between the Aznarans and various  
24 defendants, specifically including CST. The Aznarans each  
25 received a copy of their respective releases at the time the  
26 Releases were signed. The Releases were executed for fair and  
27 valuable consideration. The Aznarans signed the Releases  
28 without duress and intended them to be valid and binding.



1           15. The Releases signed by plaintiffs pertained to,  
2 included and released "any and all claims, demands, damages,  
3 actions and causes of action of every kind and nature, known or  
4 unknown, from the beginning of time to and including the date  
5 [of the Release]." [Releases Para. (3)]

6           16. Additionally, among other things, the Releases signed  
7 by Vicki and Richard Aznaran contained covenants not to sue  
8 [Releases Para. 6B], covenants of confidentiality [Releases  
9 Para. (6C)] and covenants not to assist or advise anyone  
10 contemplating or engaged in litigation against Scientology  
11 [Releases Para. 8]. Specifically, the Releases provided as  
12 follows:

13           (a) Covenant Not to Sue: Paragraph 6B of the  
14 VA Release provides in part that:

15           "VICKI AZNARAN understands that by the execution  
16 of this release, no claims arising out of her  
17 experience with, or actions by, [CST and others] from  
18 the beginning of time to and including the date  
19 hereof, which may now exist or which may exist in the  
20 future may ever be asserted by her or on her behalf,  
21 against [CST and others]".

22           (b) The terms of Paragraph 6B of the RA are  
23 identical to the language referenced above except  
24 that the name RICK AZNARAN appears.

25           (c) Covenant of Confidentiality: Paragraph 6C  
26 of the VA Release provides in part that:

27           "VICKI AZNARAN agrees never to . . . assist  
28 another to create for publication by means of

1 magazine, article, book or other similar form, any  
2 writing, . . . concerning her experiences with the  
3 Church of Scientology, L. Ron Hubbard, or RTC and  
4 other defendants]. VICKI AZNARAN further agrees that  
5 she will maintain strict confidentiality and silence  
6 with respect to her experiences with the Church of  
7 Scientology and any knowledge or information she may  
8 have concerning the Church of Scientology, L. Ron  
9 Hubbard, or any of the [defendants]. . . VICKI  
10 AZNARAN agrees that if the terms of this paragraph  
11 are breached by her, the aggrieved party listed  
12 hereinabove would be entitled to liquidated damages  
13 in the amount of \$10,000 for each such breach. The  
14 reasonableness of the amount of such damages are  
15 hereto [sic] acknowledged by VICKI AZNARAN."

16 (d) Paragraph 6C of the RA Release is identical  
17 to the above-quoted language except that the name  
18 RICK AZNARAN appears.

19 (e) Covenant of Non-Assistance: Paragraph 8  
20 of the VA Release provides in part that:  
21 "VICKI AZNARAN agrees that she will not assist  
22 or advise anyone contemplating any claim or engaged  
23 in litigation or involved in or contemplating any  
24 activity adverse to the interests of any [of the  
25 defendants]."

26 (g) Paragraph 8 of the RA Release is identical  
27 to the above-quoted paragraph except that the name  
28 RICK AZNARAN appears.

1           17. In or about April 1987, the Aznarans departed  
2 California and went to Dallas, Texas. Shortly thereafter, Rick  
3 Aznaran requested assistance from RTC in the form of statements  
4 from attorneys retained by RTC and other defendants. Said  
5 statements concerned investigative work performed by Rick under  
6 the supervision of these counsel while serving the Church, and  
7 were requested by him in order to obtain licensing as a private  
8 investigator in the State of Texas. Said statements were  
9 rapidly made available to Rick Aznaran, and were thereafter  
10 successfully used by him to obtain the requisite license and  
11 establish a business as a private investigator.

12                           FIRST CLAIM FOR RELIEF

13                           (Against Vicki and Richard Aznaran for  
14   Breach of Contract)

15           18. CST refers to, repeats and incorporates by reference  
16 as if fully set forth herein each and every averment of  
17 paragraph 1 to 17 inclusive.

18           19. CST and other defendants have performed all material  
19 obligations under the Releases except where such performance has  
20 been rendered impossible or impracticable by plaintiffs'  
21 breaches.

22           20. In complete disregard of the language of the Releases  
23 signed and acknowledged by the Aznarans, the Aznarans, and each  
24 of them, have breached the not to sue covenants of the Releases  
25 by:

26                           (a) Filing the instant lawsuit against CST and  
27 other defendants. The Releases were intended to and  
28 did cover and release each claim made by the

1 Aznarans in the complaint. The Aznarans at all  
2 times knew and were aware that the Releases covered  
3 the claims now asserted by them and that such claims  
4 constitute breaches of the Releases.

5 21. As a direct result of the breaches of the Releases by  
6 Vicki and Richard Aznaran, CST has been and continues to be  
7 damaged. As a result of the suit filed by the Aznarans in  
8 breach of the Releases, CST has been sued and incurred among  
9 other things, attorney's fees and costs which constitute damages  
10 to CST. To date CST has incurred and will incur damages in  
11 excess of \$250,000.00. CST also prays for appropriate  
12 injunctive relief to halt and prevent this continuing breach of  
13 contract by the Aznarans.

14 SECOND CLAIM FOR RELIEF

15 (Against Vicki and Richard Aznaran

16 For Liquidated Damages)

17 22. CST refers to, repeats and incorporates by reference  
18 as if fully set forth herein each and every averment of  
19 paragraphs 1 to 17 and 19 to 21, inclusive.

20 23. In direct breach of the confidentiality covenants  
21 contained in the Releases signed by them, Vicki and Richard  
22 Aznaran have voluntarily communicated with numerous individuals  
23 to reveal and discuss their experiences with and acquired  
24 knowledge about the Church of Scientology and CST.

25 24. The persons with whom plaintiffs have voluntarily  
26 engaged in such communications include, but are not limited to,  
27 Joseph A. Yanny (defendants' former attorney), Jerold Fagelbaum  
28 (an attorney representing individuals in adversarial litigation

1 with defendants), Welkos and Sappell (two reporters from the  
2 Los Angeles Times writing an article about Scientology),  
3 Bent Corydon (an individual engaged in adversarial litigation  
4 with defendants), and government employees working for the  
5 Internal Revenue Service ("I.R.S."), and Department of Justice  
6 ("D.O.J.").

7 25. The Aznarans discussed their experiences with the  
8 Church with Yanny during a period when both the Aznarans and  
9 Yanny were contemplating litigation against CST and others.  
10 Specifically, the Aznarans discussed the claims made in their  
11 complaint with Yanny and others, and discussed Yanny's claims as  
12 well.

13 26. Vicki and Richard Aznaran spent over 10 hours talking  
14 to Los Angeles Times reporters Welkos and Sappell about their  
15 experiences with RTC, the Church of Scientology and other  
16 defendants, assisting the reporters in the preparation of an  
17 article about RTC, the Church of Scientology and other  
18 defendants. The entire session was tape recorded by the  
19 Aznarans and by the reporters.

20 27. In 1988, the Aznarans called and met with Corydon and  
21 discussed their experiences with RTC and the Church with him  
22 during a time when Corydon was involved in litigation against  
23 CSI and others.

24 28. The Aznarans voluntarily met with Jerold Fagelbaum, an  
25 attorney representing litigants with interests adverse to those  
26 of CST. The Aznarans discussed their experiences with RTC and  
27 the Church with him.

28 29. The Aznarans met with agents from the I.R.S. and

1 volunteered information about their knowledge of and  
2 experiences with RTC and the Church.

3 30. Each and every one of the meetings referenced in  
4 paragraphs 23 to 29 occurred in direct breach of confidentiality  
5 covenants of the Releases signed by the Aznarans.

6 31. As a direct and proximate result of plaintiffs'  
7 respective breaches of the confidentiality covenants, CST has  
8 suffered damages. The exact amount of such damages are  
9 impossible to calculate. Consequently, CST is entitled to  
10 \$10,000 liquidated damages per breach from each  
11 plaintiff-counterdefendant pursuant to the terms set forth in  
12 paragraph 6C of the Releases. The total number of breaches and  
13 improper communications which occurred are to be proved at  
14 trial.

15 WHEREFORE, CST prays for judgment against plaintiffs-  
16 counterdefendants as follows:

17 ON THE FIRST CLAIM FOR RELIEF

18 1. For compensatory damages from Vicki and Richard Aznaran  
19 in an amount exceeding \$250,000 to be proved at trial, and an  
20 injunction to immediately halt plaintiffs' wrongful conduct.

21 ON THE SECOND CLAIM FOR RELIEF

22 1. For liquidated damages from Vicki Aznaran in the sum of  
23 at least \$10,000 per breach for each breach proved at trial.

24 2. For liquidated damages from Richard Aznaran in the sum  
25 of at least \$10,000 per breach for each breach proved at trial.

26 ON ALL CLAIMS FOR RELIEF

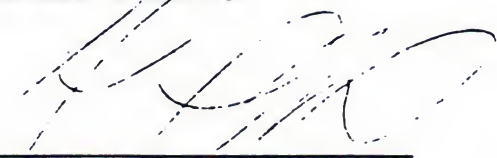
27 1. For pre-judgment and post-jdugment interest.  
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2. For such other and further relief as the Court deems just and proper.

Dated: September 19, 1988

BOWLES & MOXON

By:   
\_\_\_\_\_


Kendrick L. Moxon  
Attorney for Defendant  
CHURCH OF SPIRITUAL TECHNOLOGY

DEMAND FOR JURY TRIAL

Defendant-counterclaimant Church of Spiritual Technology demands trial by jury on all issues in this action.

Dated: September 19, 1988

BOWLES & MOXON

By:   
\_\_\_\_\_

Kendrick L. Moxon  
Attorney for Defendant  
CHURCH OF SPIRITUAL TECHNOLOGY

**EXHIBIT A**



LOAN AGREEMENT  
-----

WHEREAS, Rick Aznaran and Vicki Aznaran have been long term staff and officers of the Church of Scientology. AND WHEREAS, the Church of Scientology International wishes to assist them in their transition and relocation to public life.

It is agreed that the Church of Scientology International shall loan Rick Aznaran and Vicki Aznaran the sum total of \$ 20,000.00 at an interest rate of 5% per annum. The interest shall be repaid annually, on or before the 31st of December of each year. The entire principal and balance of interest shall be repaid in full at the end of 10 years from the date of this agreement.

Should Rick and Vicki Aznaran return to staff, the principal is payable in full at that time and any outstanding interest will be waived.

If any part of the principal is paid off before the end of the due date above, the interest is only payable on the remaining balance.

Rick Aznaran and Vicki Aznaran are liable for repayment of the principal and interest both jointly and severally.

024

All repayment checks are to be made payable to Church of Scientology International.

DATE: 14 April 1987

CHURCH OF SCIENTOLOGY  
INTERNATIONAL



RICK AZNARAN

DATE: 9 Apr 87

DATE: 9 April '87



VICKI AZNARAN

**EXHIBIT B**

MUTUAL RELEASE AGREEMENT  
-----

1. This MUTUAL RELEASE AGREEMENT is made and entered into by and between VICKI AZNARAN and the Religious Technology Center; Church of Scientology International; Church of Scientology of California; Church of Spiritual Technology; all other Scientology organizations or entities as well as the officers, agents, representatives, employees, volunteers, trustees, directors, successors, assigns, and legal counsel of each of the forgoing organizations or entities; Pat Broeker and Anne Broeker (hereinafter collectively referred to as the "CHURCH"); and Author Services Incorporated, it's officers, agents, representatives, employees, volunteers, trustees, directors, successors, assigns and legal counsel; the Estate of L. Ron Hubbard, it's executor, beneficiaries, legal counsel and employees; Author's Family Trust, it's trustee, employees, beneficiaries, and legal counsel (hereinafter collectively referred to as the "ESTATE/ASI").

2. The CHURCH agrees to indemnify VICKI AZNARAN against any damages stemming from lawsuits which exist now or are brought against her in the future arising out of her association with the Church of Scientology or any posts she has held in the Church. It is understood that as a part of this agreement the CHURCH will provide free legal counsel to VICKI AZNARAN providing she cooperates fully with the CHURCH and CHURCH attorneys and she contacts the CHURCH immediately when she becomes aware of any potential or real legal threat to herself and/or the CHURCH.

3. For and in consideration of the above mutual covenants, conditions and release contained herein, VICKI AZNARAN does hereby release, acquit and forever discharge for herself, her heirs, successors, executors, administrators and assigns, the CHURCH and the ESTATE/ASI from any and all claims, demands, damages, actions and causes of action of every kind and nature, known or unknown, from the beginning of time to and including the date hereof.

4. For and in consideration of the mutual covenants, conditions and release contained herein, the CHURCH and the ESTATE/ASI do hereby release, acquit and forever discharge for it, its successors and assigns, VICKI AZNARAN, her agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by VICKI AZNARAN from the beginning of time to and including the date hereof.

5. It is understood that this mutual release is not an admission of liability on the part of any party to this Agreement. In executing this Release Agreement, VICKI AZNARAN acknowledges that she has released the organizations, individuals and entities listed in Paragraph 1.

6. Further, the undersigned hereby agree to the following:

A. That liability for any claims is expressly denied by each party herein released, and this Agreement shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. V. VICKI AZNARAN has been fully advised and understands that any alleged injuries or alleged money claims sustained by her are of such character that the full extent and type of injuries or money claims may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, damages may be sustained by VICKI AZNARAN; nevertheless, VICKI AZNARAN desires by this document to forever and fully release the CHURCH and the ESTATE/ASI. VICKI AZNARAN understands that by the execution of this release no claims arising out of her experience with, or actions by, the CHURCH and the ESTATE/ASI, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by her or on her behalf, against the CHURCH and the ESTATE/ASI.

C. VICKI AZNARAN agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any writing, or to broadcast, or to assist another to create, write, film or video tape or audio tape, any show, program or movie, concerning her experiences with the Church of Scientology, or personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard, or any entities and individuals listed in Paragraph 1 above. VICKI AZNARAN further agrees that she will maintain strict confidentiality and silence with respect to her experiences with the Church of Scientology and any knowledge or information she may have concerning the Church of

Scientology, Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. VICKI AZNARAN expressly understands that the non-disclosure provisions of this subparagraph shall apply, but not be limited to, the contents or substance of any documents she may have possessed while in the Church including but not limited to any tapes, films, photographs, or variations thereof which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. VICKI AZNARAN agrees that if the terms of this paragraph are breached by her, that the aggrieved party listed hereinabove would be entitled to liquidated damages in the amount of \$10,000 for each such breach. The reasonableness of the amount of such damages are hereto acknowledged by VICKI AZNARAN.

D. VICKI AZNARAN agrees to return to the CHURCH at the time of the consummation of this Agreement, all materials in her possession, custody or control of any nature - except for any materials she personally possesses that are generally publically available and sold by the Church or their authorized agents - any documents, papers, memorandums, tapes, films, photographs, or any variations thereof which concern or relate to the religion of Scientology or any of the persons or entities listed in Paragraph 1 above.

E. VICKI AZNARAN agrees that she will not voluntarily assist or cooperate with any person adverse to the religion of Scientology in any proceeding against any of the Scientology organizations, or cooperate with any person adverse to any of the organizations, individuals or entities listed in

Paragraph 1 above in any proceeding against any of the organizations, individuals, or entities listed in Paragraph 1 above. VICKI AZNARAN also agrees that she will not cooperate in any manner with any organizations aligned against Scientology or any of the organizations, individuals, or entities listed in Paragraph 1 above.

F. VICKI AZNARAN agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the organizations, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Unless required to do so by such subpoena, VICKI AZNARAN agrees not to discuss her experiences or personal or indirectly acquired knowledge or information concerning the organizations, individuals, or entities listed in Paragraph 1, with anyone other than members of her immediate family. VICKI AZNARAN shall not make herself amenable to service of any such subpoena in a manner which invalidates the intent of this agreement. As provided hereinafter in Paragraph 16, the contents of this Agreement may not be disclosed.

G. VICKI AZNARAN hereby acknowledges and affirms that she is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that her ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

7. This Release Agreement contains the entire Agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital. This Release may be



amended only by a written instrument executed by the undersigned. The parties hereto have carefully read and understand the contents of this Release Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

8. VICKI AZNARAN agrees that she will not assist or advise anyone, including partnerships, associations or corporations, contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

9. The parties to this Agreement acknowledge that all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will.

10. In the event any provision hereof is unenforceable, such provision shall not affect the enforceability of any other provision hereof.

11. Each party warrants that it has had an opportunity to seek independent legal advice with respect to the advisability of making the settlement provided for herein and in executing this Agreement. Notwithstanding, VICKI AZNARAN warrants that she fully understand the full nature and legal consequences of this agreement.

12. The parties to this Agreement acknowledge that all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have had the opportunity to seek advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement.

13. The parties hereto acknowledge that they have not made any statement, representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party or of any officer, agent, employee, representative or attorney for the other party.

14. The parties to this Agreement agree that all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

15. Each party warrants that the persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.

16. The parties hereto each agree not to disclose the contents of this executed Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement, on the date opposite their names.

Dated: 9 Apr '87

Vicki Aznaran  
VICKI AZNARAN

Dated: 13 April 87

RELIGIOUS TECHNOLOGY CENTER

Dated: 14 April 1987

By: [Signature]  
CHURCH OF SCIENTOLOGY INTERNATIONAL

Dated: 13 April 1987

By: [Signature]  
CHURCH OF SCIENTOLOGY CALIFORNIA

Dated: 9 April 1987

By: [Signature]  
CHURCH OF SPIRITUAL TECHNOLOGY

Dated: 13 April 1987

By: [Signature]  
AUTHOR SERVICES INC.

Dated: 13 April 1987

By: [Signature]  
ESTATE OF L. RON HUBBARD

Dated: 13 April 1987

By: [Signature]  
AUTHOR'S FAMILY TRUST

**EXHIBIT C**

3. For and in consideration of the above mutual covenants, conditions and release contained herein, RICK AZNARAN does hereby release, acquit and forever discharge for himself, his heirs, successors, executors, administrators and assigns, the CHURCH and the ESTATE/ASI from any and all claims, demands, damages, actions and causes of action of every kind and nature, known or unknown, from the beginning of time to and including the date hereof.

4. For and in consideration of the mutual covenants, conditions and release contained herein, the CHURCH and the ESTATE/ASI do hereby release, acquit and forever discharge for it, its successors and assigns, RICK AZNARAN, his agents, representatives, heirs, successors, assigns, legal counsel and estate and each of them, of and from any and all claims, causes of action, demands, damages and actions of every kind and nature, known or unknown, for or because of any act or omission allegedly done by RICK AZNARAN from the beginning of time to and including the date hereof.

5. It is understood that this mutual release is not an admission of liability on the part of any party to this Agreement. In executing this Release Agreement, RICK AZNARAN acknowledges that he has released the organizations, individuals and entities listed in Paragraph 1.

6. Further, the undersigned hereby agree to the following:

A. That liability for any claims is expressly denied by each party herein released, and this Agreement shall never be treated as an admission of liability or responsibility at any time for any purpose.

B. RICK AZNARAN has been fully advised and understands that any alleged injuries or alleged money claims sustained by him are of such character that the full extent and type of injuries or money claims may not be known at the date hereof, and it is further understood that said alleged injuries, whether known or unknown at the date hereof, might possibly become progressively worse and that as a result, damages may be sustained by RICK AZNARAN; nevertheless, RICK AZNARAN desires by this document to forever and fully release the CHURCH and the ESTATE/ASI. RICK AZNARAN understands that by the execution of this release no claims arising out of his experience with, or actions by, the CHURCH and the ESTATE/ASI, from the beginning of time to and including the date hereof, which may now exist or which may exist in the future may ever be asserted by him or on his behalf, against the CHURCH and the ESTATE/ASI.

C. RICK AZNARAN agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any writing, or to broadcast, or to assist another to create, write, film or video tape or audio tape, any show, program or movie, concerning his experiences with the Church of Scientology, or personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard, or any entities and individuals listed in Paragraph 1 above. RICK AZNARAN further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of

Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. RICK AZNARAN expressly understands that the non-disclosure provisions of this subparagraph shall apply, but not be limited to, the contents or substance of any documents he may have possessed while in the Church including but not limited to any tapes, films, photographs, or variations thereof which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals, or entities listed in Paragraph 1 above. RICK AZNARAN agrees that if the terms of this paragraph are breached by him, that the aggrieved party listed hereinabove would be entitled to liquidated damages in the amount of \$10,000 for each such breach. The reasonableness of the amount of such damages are hereto acknowledged by RICK AZNARAN.

D. RICK AZNARAN agrees to return to the CHURCH at the time of the consummation of this Agreement, all materials in his possession, custody or control of any nature - except for any materials he personally possesses that are generally publically available and sold by the Church or their authorized agents - any documents, papers, memorandums, tapes, films, photographs, or any variations thereof which concern or relate to the religion of Scientology or any of the persons or entities listed in Paragraph 1 above.

E. RICK AZNARAN agrees that he will not voluntarily assist or cooperate with any person adverse to the religion of Scientology in any proceeding against any of the Scientology organizations, or cooperate with any person adverse to any of the organizations, individuals, and entities listed in

Paragraph 7 above in any proceeding against any of the organizations, individuals, or entities listed in Paragraph 1 above. RICK AZNARAN also agrees that he will not cooperate in any manner with any organizations aligned against Scientology and any of the organizations, individuals, and entities listed in Paragraph 1 above.

F. RICK AZNARAN agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the organizations, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Unless required to do so by such subpoena, RICK AZNARAN agrees not to discuss his experiences or personal or indirectly acquired knowledge or information concerning the organizations, individuals, or entities listed in Paragraph 1, with anyone other than members of his immediate family. RICK AZNARAN shall not make himself amenable to service of any such subpoena in a manner which invalidates the intent of this agreement. As provided hereinafter in Paragraph 16, the contents of this Agreement may not be disclosed.

G. RICK AZNARAN hereby acknowledges and affirms that he is not under the influence of any drug, narcotic, alcohol or other mind-influencing substance, condition or ailment such that his ability to fully understand the meaning of this Agreement and the significance thereof is adversely affected.

7. This Release Agreement contains the entire Agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital. This Release may be



amended only by a written instrument executed by the undersigned. The parties hereto have carefully read and understand the contents of this Release Agreement and sign the same of their own free will, and it is the intention of the parties to be legally bound hereby. No other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein shall be deemed to in any way exist or bind any of the parties hereto.

8. RICK AZNARAN agrees that he will not assist or advise anyone, including partnerships, associations or corporations, contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement.

9. The parties to this Agreement acknowledge that all parties enter into this Agreement freely, voluntarily, knowingly and willingly, without any threats, intimidation or pressure of any kind whatsoever and voluntarily execute this Agreement of their own free will.

10. In the event any provision hereof is unenforceable, such provision shall not affect the enforceability of any other provision hereof.

11. Each party warrants that it has had an opportunity to seek independent legal advice with respect to the advisability of making the settlement provided for herein and in executing this Agreement. Notwithstanding, RICK AZNARAN warrants that he fully understand the full nature and legal consequences of this agreement.

12. The parties to this Agreement acknowledge that all parties have conducted sufficient deliberation and investigation, either personally or through other sources of their own choosing, and have had the opportunity to seek advice of counsel regarding the terms and conditions set forth herein, so that they may intelligently exercise their own judgment in deciding whether or not to execute this Agreement.

13. The parties hereto acknowledge that they have not made any statement, representation or promise to the other party regarding any fact material to this Agreement except as expressly set forth herein. Furthermore, except as expressly stated in this Agreement, the parties in executing this Agreement do not rely upon any statement, representation or promise by the other party or of any officer, agent, employee, representative or attorney for the other party.

14. The parties to this Agreement agree that all parties have carefully read this Agreement and understand the contents thereof and that each reference in this Agreement to any party includes successors, assigns, principals, agents and employees thereof.

15. Each party warrants that the persons signing this Agreement have the full right and authority to enter into this Agreement on behalf of the parties for whom they are signing.


16. The parties hereto each agree not to disclose the contents of this executed Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement, on the date opposite their names.

Dated: 9 Apr 87

  
RICK AZNARAN


Dated: 23 April 1987

By:   
RELIGIOUS TECHNOLOGY CENTER


Dated: 14 April 1987

By:   
CHURCH OF SCIENTOLOGY INTERNATIONAL

Dated: 13 April 1987

By:   
CHURCH OF SCIENTOLOGY CALIFORNIA

Dated: 12 April 1987

By:   
CHURCH OF SPIRITUAL TECHNOLOGY

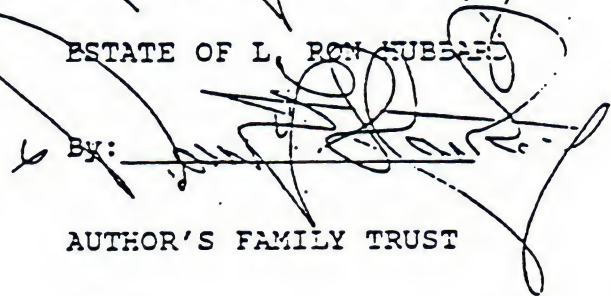
Dated: 13 April 1987

By:   
AUTHOR SERVICES INC

Dated: 13 April 1987

By:   
ESTATE OF L. RON HUBBARD

Dated: 13 April 1987

By:   
AUTHOR'S FAMILY TRUST

By: 

PROOF OF SERVICE

STATE OF CALIFORNIA     )  
                                  )    ss.  
COUNTY OF LOS ANGELES    )

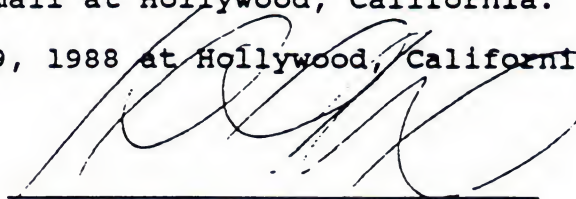
I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 6255 Sunset Blvd., Suite 2000, Hollywood, California 90028.

On September 19, 1988, I served the foregoing document described as ANSWER AND COUNTERCLAIM OF CHURCH OF SPIRITUAL TECHNOLOGY; DEMAND FOR JURY TRIAL on interested parties by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Hollywood, California, addressed as follows:

SEE ATTACHED LIST

If hand service is indicated on the attached list, I caused such envelope to be served by hand, otherwise I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Hollywood, California.

Executed on September 19, 1988 at Hollywood, California.



A handwritten signature in black ink, appearing to be 'R. J. ...', is written over a horizontal line.

SERVICE LIST

AZNARAN V. CHURCH OF SCIENTOLOGY  
OF CALIFORNIA, ET AL.,

CIVIL ACTION NO. 88-1786-JMI (Ex)

Howard L. Weitzman  
WYMAN, BAUTZER, KUCHEL & SILBERT  
2049 Century Park East  
Los Angeles, California 90067

Richard and Vicki Aznaran  
5435 Belmont  
Dallas, Texas 75206

Lawrence E. Heller  
LENSKE, LENSKE & HELLER  
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Earle C. Cooley  
COOLEY, MANION, MOORE & JONES  
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Boston, MA 02210